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AROUND THE LAKES.

CLEVELAND.

Mr. H. H. Baker, of the firm of Howard H. Baker & Co., of Buffalo, was in the city yesterday.

Among the boats that have been laid up at this port we may mention the schooners Joseph Paige, Constitution and Annie Peterson.

In another column will be found a detailed account of the launch of the new steamer for the Northern line, the "Northern Queen."

Captain Innes, manager of the line of Michigan Central railroad ferrie , and Chief Engineer Westaway, are in the city to see the new ferry steamer launched.

The arrivals of lumber barges Tuesday were quite prolific, and included the Austin, Hope, A. Varner, Farnan, Allah, Pewaukee Oscoda, N. Mills, Nashua, Garden City, Russian and Bissell.

Mr. Frank S. Manton, agent of the American Ship Windlass company, Providence, R. I., was in the city yesterday. After having secured orders for windlasses and capstans that were to be given out he returned home.

Hon. James Ash, of Buffalo, came up on the Lake Shore railroad to see the docking of the Annie Ash, which sprung a slight leak in the recent gale. The writer learned by conversation with Mr. Ash that the prospects for high freights were good.

The captain of the propeller Ranney reports that in coming out of Toledo he grounded abreast of the can buoy and had to lighter off. He says the buoy has been dragged out of its proper position, and is now about in the middle of the channel. Masters of vessels should be careful in passing there until the buoy is put back to its proper place.

It has been said that Captain Munson has abandoned the Erie Belle to the insurance company. This announcement is premature, and the Erie Belle will take the Cleveland dock today for necessary repairs to put her in condition to continue the work of the season. Captain Munson deserves much credit for holding on to the wrecked schooner for all she is worth. The survey will be held soon and the amount of damage ascertained.

A notable proceeding on the river and along the piers of the lake is the mode adopted by adepts to ascertain the depth of water. There is no better way to describe this proceeding than to insert a nail in the lower end of a candle and place it in the water and light it. It will soon be discovered that the light of the candle can not be extinguished. In reality a bottomless cask is employed weighted so that it will sink, a graduate being attached which positively defines the depth of water.

Messrs. M. A. Bradley and Chris Grover and Captain George Stone and Mrs. Alva Bradley have entered into a contract with William Radcliffe for another steamboat. The new boat will be smaller and less expensive than the boats recently built by these people. She will be 240 feet keel, 258 feet over all, 40 feet beam and 20 feet deep. She will have two arches on either side. Her engine will probably be compound, 28 and 54 by 42. The opening of navigation next year will see her afloat.

The big schooner Northwest was sold yesterday by R. P. Fitzgerald, of the Armour-Egan-Fitzgerald syndicate to James Corrigan, the Cleveland vessel owner. The consideration has not yet been made public, but it is thought that $35,000 was the figure. The Northwest was built at Bangor in 1873. She is one of the largest sailing vessels on the lakes, measuring 966 net tons. She has been the consort this season of the steamship R. P. Fitzgerald. This is the second craft Captain Fitzgerald has disposed of in less than a fortnight, Brown & Co., of Buffalo, having recently bought the steamer W. H. Barnum.

Captain Carlton Graves of the schooner Columbia has laid up for the season, reckoning that earnings would only pay insurance for the balance of the season. He declined laboring for his underwriters.

As soon as the water is high enough to preclude any possibility of damage the Michigan Central steamer Transfer will be launched. The low stage of water in the river during the last two weeks has caused delay.

The vessel property owned in whole or in part by Mr. Axworthy, and which is now tied up at the ports of Cleveland and Duluth is as follows: Steamer Keystone and schooner J. G. Masten, appraised at $65,000; schooners Republic and Joseph Paige, appraised at $18,000 for Mr. Axworthy; barge 101, valued at $34,000, appraised for Mr. Axworthy $7,000, making a total of $122,000 marine rating and $90,000 appraised. Mr. Axworthy's interest in the vessels is as follows; Schooner Paige, three-fourths interest; schooner Republic, entire; J. G. Masten, entire; steamer Keystone, entire; and barge 101, one-fourth interest, valued in all as appraised at $90,000.

The schooner Erie Belle, which was so unfortunate as to go ashore recently near Ashtabula, is still waiting an opportunity to be drydocked in this port. She is reported as resting easy on the bottom of the old river bed, and as soon as the dock is ready will be pumped up and run in. During this wait her owner, who is at this port, is said to be in an unsettled state of mind as to what is best to do with her. He has become somewhat discouraged over his misfortune, being without the use of his vessel this fall, and besides not finding it easy to bear his proportion of the cost of repairs in connection with the company in which she is insured. She is insured for $3,000 with the Western Insurance company, of Toronto, but as her value is something more than twice that sum the larger share of the repair bill falls upon the owners.

HARBOR.

Special to the Marine Record.

The P. T. & A. dredge Hercules has been at work for several days dredging the bar at the mouth of our harbor. We now have a channel 150 feet wide and 18 feet deep, and the largest vessels have no trouble in entering our port.

On October 25th, Captain Deveney launched his tug boat built for Erie parties for the fish trade, being the second one built for the Erie parties, and I understand he contemplates building another right away.

Last Friday night when the schooner Groton was about eight miles off Ashtabula, she was struck by a heavy puff of wind, carrying away her foremast head, bowsprit, and jibboom. She was picked up by the propeller Business. She unloads her cargo at Ashtabula.

At present writing our harbor is filled with a large fleet of large vessels, which makes the outlook for the fall decidedly bright. F. L. T.

FAIRPORT.

While the river tug Moore was bringing the schooner Swallow into this port early Tuesday morning her tow post gave way and allowed the vessel to drift to the westward, where she filled and sank in about twelve feet of water. A steam pump will arrive on the tug Winslow Wednesday and it is thought that she can be brough into the harbor without difficulty. She lies about one hundred feet from the west pier and is no obstruction to navigation. She had been making a good deal of water on the way down. The schooner Swallow is owned by Captain Steve Grummond of Detroit. She was built in 1863, rates A 2½, tons 961 and is valued at $700.

MARQUETTE.

The claim of George Robinson against the barge Eliza for $70 wages, has been satisfactorily settled and the United States marshall released the boat soon after it was tied up Monday evening.

CHICAGO

Special Correspondence to the Marine Record.

The splended steamship Pascal P. Pratt in command of Captain Frank Welcome, arrived here for the first time Wednesday morning last with 2,100 tons of coal from Buffalo, consigned to the Silver Creek & Morris Co., foot of North May street, whose dock she did not arrive at until 6 p. m., Thursday, in consequence of low water in Chicago river. She is a splended steamship built, by Thomas Quayle's Sons last spring for the Hon. James Ash of Buffalo. Her dimensions are: 293 feet over all, 43 feet beam, 23 feet hold. She has fore and aft compound engines 28 and 50 by 40 built by H. G. Trout, King Iron Works Buffalo, and two boilers 12 by 11 feet 6 inches each, built by the Lake Erie Boiler Works Buffalo also the American Ship Windlass Co.'s steam windlass and capstans forward and aft, Williamson Bros.'s steam steerer, the Cleveland Globe Iron Work's hoisting engine and a Duplex poney pump engine. She has 3 water tight bulkheads and steam fire extinguishers and has a license for passengers. Wm. H. McNally is first mate, Edward Riley first engineer, Edward Salisbury second engineer. She has been trading from Duluth and Two Harbors during the summer, with great success. Engineer Rily speaks very highly of her and her machinery. He says she makes eleven miles an hour with 100 pounds steam, burning about ¾ of a ton of coal per hour, and that with a full head of steam she will make 12½ miles per hour. Her engine and boilers have worked perfectly since she commenced to run without repairs of any kind.

Intelligence reached this city Monday of the death of Captain John O'Donnell at Escanaba.

The steamer Pickands is leaking badly. She sustained a battered bottom while on the rocks above Milwaukee.

After an enforced lodgment at Washington street of twelve hours the propeller W. B. Morely was finally dragged out of the mud at 3 o'clock this afternoon by four powerful tugs.

Captain E. J. Kohnert has decided to lay up his schooner Mediteraanean, and commenced to strip her when laying on the lumber market Tuesday. He says his last trip was of no benefit to him, all the profits having been paid out for sailor's wages and tug bill, and that he will save a small amount as a rebate on insurance by laying up now.

The fine new barge Mary B. Mitchell, recently built by James Davidson, West Bay City, for the Mitchell Transportation Co., Hampton Michigan, arrived Wednesday last at 3 p. m., with 1,900 tons of coal from Erie, consigned to O. S. Richardson's coal yard at Elston avenue. Through the shallowest of the water in Chicago river, she could not get up the river, and after getting on the bottom several times she was, with the assistance of several tugs towed to Richardson's coal yard between Indianna and Erie streets, arriving there at noon Thursday where 300 tons of cargo were taken off her and she then went to the Elston avenue coal yard and unloaded the remainder of her cargo. The M. B. Micheil is consort to the A. Folsom and is a very strong, well built barge with diagonal iron strappings and steel arches. She has an elegant cabin finished in cherry and maple and elegantly furnished, and the steward's department and captains' and officers' rooms and cabins are furnished very completely. She is one of the finest barges on the lakes and has everything about her to make her the most complete, comprising the American Ship Windlass company's steam capstan and windlass, also Williamson' ssteam hoisting engine and steam pumps.

The sale of the schooner Northwest closes out the old Ballentine fleet and eliminates the interest Mrs. Carrie L. Munn had in the syndicate's floating property as a part of the estate of the late Joseph Armour. The two boats now building to take the places of those sold by the syndicate will be steamers. Captain Egan believes that there is more money in steam than in sail. "At one-third the gross earnings for towing sail," he says, "I think the steamer gets the biggest end of the bargain. As between sail and steam it is quite plain I perfer the latter, as we have to disposed of our schooners If I had $300,000 to invest in vessel property I would buy steam entirely."

The steambarge William P. Morley arrived at Chicago Friday on her maiden trip. Her owner, whose name she bears, was with her and saw his boat initiated into navigation on the Chicago river The Morley was drawing 14 feet 10 inches forward and 15 feet 2 inches aft, with five inches crown. With this draft of water she stuck forward on the Washington street tunnel and remained there four hours. She was then pulled back, and getting good headway took a running jump at the obstruction. The big boat rolled and floundered on the top of the tunnel for awhile and then slid over. Harbormaster McCauley at once ordered her tied to a dock.

In the case of Fuller and others against the Detroit marine and fire insurance company, Judge Blodgett today delivered an opinion confirming the report of the master in Chancery Sherman. The propeller Buckeye, belonging to the plaintiffs, ran aground on an unknown rock in the Manitou islands. After pounding for some time she sprung aleak causing her to settle. A fire broke out and from the combination of disasters she was totally destroyed. Her owners had placed $12,000 of insurance against fire and $15,000 of marine insurance from which liability by fire was exempted. The decision is that $6,000 of the total loss of $18,000 should be borne by the marine insurers and the balance of the loss is to be paid by the fire and marine insurers. The fire insurers must therefore pay $11,000 and the marine company $7,000.

A suit against the barge Eliza was instituted in the United States district court Monday by George Robinson, based on an alleged claim for $70 wages. The boat was libeled by a United States deputy marshall.

The Chicago board of marine underwriters met and adopted the following shedule of trip rates on grain: From Chicago to ports on Lake Michigan, 60 cents, net; to ports on Lake Superior, $1.26; Lake Huron, Sarnia Detroit river, 95 cents; Georgian Bay, $1.15; Lake Erie, $1.15; Lake Ontario, $1.40; to Ogdensburg, $1.40; to Montreal, $3.

At the Chicago dry dock company the schooner Rainbow was in dock for bottom caulking and a new centerboard, the schooner Bay State for bottom calking, the schooner Alice M. Beers to have a leak stopped and repairs to her port bow, the steamer Joseph L. Hurd for repairs to damages to her bottom and recalking. The schooner Lotus, Julia B. Merrill, and barges Ashland and Maxwell received repairs.

Captain D N. Ingraham was compelled through severe sickness to resign command of the propeller D. C. Whitney unloading coal at this port, and to go to his home at Painsville, Ohio, last Thursday. Captain George Trotter of her consort the Ashland, was put in command of the D. C. Whitney. Captain H. D. Ingraham son of Captain D. N. Ingraham was placed in command of the barge Ashland. WILLIAMS.

MONTREAL.

Another serious break occurred in the Cornwall canal Sunday and it is now feared that all hope of the reopening of inland navigation for this season is at an end. The work of repairing the original break was progressing rapidly and it was thought the canal would be opened for traffic on Wednesday. Large gangs of men were engaged in work of repairs when at two o'clock Sunday afternoon a large part of the embankment gave way and the men and horses on it had a very narrow escape. A reporter from Cornwall says that the superintendent of the canal still hopes to have the break repaired before the close of navigation, but this is considered impossible as the last ocean steamers will leave here in a couple of weeks. The second break is a little less than a disaster to those engaged in the forwarding trade here. By the first break it is estimated that Montreal merchants and shippers suffered a loss of $1,000,000. By the latter the loss will be more than doubled.

PORT HURON.

Special to the Marine Record.

The steamer Bessie arrived here Friday morning with a hole in her starboard bow. She collided with an unknown schooner on Lake St. Clair. See is at Dunford & Alverson's for repairs.

F. I. Merriman has succeeded in raising the sunken steamer St Joseph, which was burnt here some time ago She will be rebuilt here at Dunford& Alverson's.

The barge Magnet was pumped out and towed here She is owned by Wm. Springle and B. C. Bedelle.

The barge Mary Amelia is here having a new foremast put in.

The tug Mystic was in the drydock receiving repairs to her shaft.

The sunken schooner M. W. Page. which was sunk in the cut, will come to Port Huron for repairs.

The steambarge Wm Cowie has changed hands. Her owner, Mr. Leitek has sold her to Captain John Henning for $7,000. She was here receiving some minor repairs.

E. J. Kendall, marine reporter, has sent a full wrecking outfit to release the sunken schooner Pensaukee.

The tug A. J Wright, towing the schooners Pensaukee, Emma C. Hutchinson, and Oliver Mitchell, bound down, when just above the St. Clair canal, the Wright's shaft broke. The captain of the Pensaukee let go his anchor and then run down upon it. The Pensaukee sprung aleak and sunk soon after in the Flats. The steamer Oscoda towed the Wright to this port for repairs.

As the tug Justice Fields, towing the schooners Harvey Bissel, James C. King, Constitution, William H. Rounds, C. H. Johnson and Montana, was coming into the river last week, when in the rapids the Bissel's tow line parted and the schooners Johnson, Rounds, and Montana ran hard on the Middle Ground, just below Port Edwards, on the Canadian side. The Rounds lost her bowsprit, jibboon, seven stanchions, and railing. The tug Kittie Haight, of Lynn's line, with the tug Fields succeeded in releasing them.

The Mutual Transportation company's steamship Corsica struck an obstruction while coming in the river at 5 p. m. Friday. Her forward compartment filled. A diver will go under her bottom at daylight and make a search for the damage. Several boats, including the Adams, Hope, Cambria and others have struck the same place, which is directly in the course coming into the river. The Corsica was steering southwest by south half south, half a mile from Fort Gratiot light. Lynn, the marine reporter, will place a buoy over this obstruction.

The steambarge St. Joseph, which burned here some time ago, has been raised and towed to Sarnia Bay. She will be put in drydock next week and undergo repairs.

The steamship New Orleans, bound up, ran hard aground on the middle ground just abreast of this city Monday morning at 9 o'clock. The barge Knight Templar is lightering her.

The propeller Toledo, of Ward's line, burst her airpump tens miles above Point au Barques. She had to return to this port for repairs.

The tug Mollie Spencer left at noon for Detroit to tow the Mystic Star here. She will lighter the steamship Corsica of about four hundred tons of ore. The Corsica will then go to Cleveland for repairs.

MINORVILLE.

The schooner Reuben Doud, which was driven ashore at Bailey's harbor during the gale of the 19th inst., was released Monday night by the tug J. W. Bennett, of Detroit. The vessel received no serious injuries and is leaking but little. She will be towed to Sheboygan to discharge her coal, after which she goes into drydock.

BAY CITY.

Special to the Marine Record.

Mr. James Davidson has about completed the building of a consort for the steamer Majestic 254 feet long, and the plans are out for two duplicates of the Majestic.

MARITIME LAW.

IN RE-PETITION OF THE CONTINENTAL INSURANCE COMPANY OF THE CITY OF NEW YORK, TO LIMIT ITS LIABILITY UNDER THE 18TH SECTION OF ACT OF CONGRESS, 1884, CH. 121 EX RE. CREDITORS THE SCHOONER ELGIN—DECREED THAT THE UNDERWRITERS MAY LIMIT.

District Court of the United States, for the Northern District of Illinois.

Statement and Argument on Behalf of Petitioner.

[*Concluded from Issue of the 18th October.*]

limitation confining the rule to abandoner and abandonee, only rests, as we have said, in some equity or estopple. It must, if otherwise interpreted, work some injury to the creditor. Now, as the reputed owner, who holds the legal title, is under the statute not liable beyond his interest in the vessel and freight actually earned, the creditor loses nothing by having the same rule apply to the underwriter when it becomes by abandonment the owner. The statute is not passed to enlarge creditors' rights against secret and tacit owners. All that the creditors could at most do was to treat the insurance company when discovered as an owner, and as such a creditor; then the statute limits the liability of the vessel owner to the value of the vessel and freight actually earned, and this is conformable to the authorities. (1st Wheat., 102, 106; 3rd Kent. star p. 102; Abbot on Shipping, 90, 93; Wilson v. Dixon, 2 Barn. and Auld., 2; 1st Bing., 465.

When this doctrine is applied to an American vessel shipwrecked and abandoned to an American underwriter, the law is plain, but the contestants in this case would have the court adopt the different rule for the adjustment of the loss, one in which the underwriter is still an American, but the bottom which he underwrites should happen to be a foreign vessel, thus estabishing two rules for the adjustment of a loss, one in which the American underwriter is an owner of the vessel, according it the benefit of the statute when he is the owner of an American bottom, and the othe refusing it to the abandonee when it becomes the lawful owner of a shipwrecked foreign hull.

A master of a vessel shipwrecked even in a foreign country could not bind his principal, the owner, in exercising the general powers of an agent for the benefit of whom it might concern, beyond the value of the ship and freight. Thomas v. Osborn, 19 Howard, 22; Naylor v. Batzel, 1 Taney, 56; nor could he bind the owners of cargo beyond their interest in it. The Julia Blake, 107 U. S., 431; nor could he bind the underwriters beyond their interest; nor should a wrecking master, when engaged in making maritime contracts on behalf of his principal, be released from the obligations of maritime law in construing his implied powers in making such contract, when the party making such maritime contract with him seeks to enforce it against his principal. It is certain that if the underwriters were owners and made the contract themselves, under the statute of 1884, they would not be liable beyond their interest in the vessel and freight actually earned, and there is no reason why a wrecking master should have implied powers to bind them to a greater extent. Nor is there any reason why an underwriter should give such implied power to a distant agent to involve it in indebtedness beyond the interest it has at risk. In the case at bar the salvors and creditors were all maritime men engaged in their business of rendering services to vessels, such as in this case were rendered, and they all well knew that the underwriter had a contract with the owner of a vessel, which, upon the happening of a certain event, the vessel might become the underwriter's. And that it might, during the time of such service being rendered, by force of such condition and relation, become, by abandonment of the owner, and fall within the rule that where a party under a contract of purchase employs a party to make repairs, and be subsequently becomes owner, the purchaser is treated as owner from the beginning, and is liable for the repairs, and not the prior owner (the vendor,) who happened to be owner at the time such repairs were contracted for, and when they were partly or wholly performed.

If the act of 1884 stood alone, and there existed no analogy or decided cases affecting its construction, or statutes *in pari materia*, the act itself would, *prima facie*, be a good defense to the claimant's debt in excess of the value of the vessel and the freight then pending. The Continental Insurance company being a vessel owner, and sought to be made liable for debts and liabilities incurred on behalf of the vessel whereof it was part owner, may plead the statute in bar, to so much of the debt as is in excess of this value. If there is anything in the case, such as a special contract to take such owners out of the statute, the onus lies on the contestants to establish it.

So much cheap learning has been written of late, on these acts of limitation of vessel owners, that it may not be improper to give a very brief history of the law up to the time of the passage of this act, so far as it effects liability arising *ex contractu*. The act is not a parvenue in maritime law. Its pedigree has at least the virtue of antiquity, and it is a little singular that the very earliest laws on this subject are more closely in accord with the provisions of this statute than the law at some intervening dates, but in the last thirty years, the old law has reappeared in modern maritime law. In cases arising *ex contractu*, the earliest marine contained a similar provision as that contained in the act of 1884, with this exception, that in order to entitle the owner to the benefits of the act, he must abandon his vessel, and the freight then pending. Unless the act of 1884 is but an amendment of the act of 1851, no such condition precedent is required to entitle him to the right to limit his liability.

In 1336, Peter IV, of Arrigon, declares by regulation that part owners are not responsible for loans negotiated by the master. The consulate of the sea in the fourteenth century, has a similar provision. The same provision is made in the Swedish Stadlagh in 1618, and Grotius tells us that the ancient law of Holland was so; in 1647 Cleirac speaks of the matter, and Roccus in his De Navibus et Naulo, note 11, tells us that these acts more particularly refer to the master's agreements and causes arising out of contracts, but for the torts of the master in the sphere of his employment, the owner of the vessel was always liable. Norwich Co. v. Wright, 13 Wall., 119.

The modern laws of Holland provide that the owners are not chargeable in tort or contract beyond the value of the ship and the things that are in it. The Hanseatic ordinance of 1814 pronounced the goods of the owners discharged by abandonment of the ship.

The French ordinance of 1614, declares that the owners of ships shall be answerable for the acts of the master, and so should be discharged thereupon, upon relinquishing their ship and freight. A similar provision is found in the ordinance of Rotterdam, 1721.

The present code of Belgium, which is similar to the codes of France, provides, Article 1: "Every ship owner is civilly responsible for the acts of the master, and bound by his contracts in manner relating to the ship and the voyage. He can in any case free himself from these obligations by giving up the ship and freight."

The code of Italy provides, Article 491: "Shipowners are responsible for the acts of the captain, and are bound by the contracts made by him in respect to the things concerning the vessel and the voyage, nevertheless every owner or co-owner who has not personally contracted can in any case free himself from the responsibilities and obligations aforesaid, except wages and salaries accrued." We find a similar provision in respect to the wages and salaries occuring in the American acts.

The Consolate del Mare expressly declares that the owner has no personal responsibility beyond his interests in the vessel, and if it perishes during the voyage, the debt is paid. Chap. 240, 5 Sco. 14, Scott v. Miller, 14.

In England, independent of the acts of the Georges, it was the settled law that in matters of contract, the owner of the vessel should be responsible if contracted on his behalf by his master or agent, if the debt was reasonable, and that the creditor was bound to see to it that it was just such a debt which the owner, if personally present, would likely under similar circumstances incur.

In a case in chancery, Sparring v. De grave, 2 Bern., 648, A. D. 1709, Lord Chancellor Cowper, in a case of repairs ordered by the master under orders from the managing owner, decided the owners should pay in proportion to their shares. Stewart v. Hall, 2 Dow, 29.

Emerigon tells us in his work on maritime law, vol. 2, page 459, that in France the master cannot bind the owner beyond his interest in the ship, and the owner may abandon the ship in payment, etc.

The law of Germany, article 451 to 544; the law of Spain, art. 621 to 624; of Holland, art. 321 to 322; of Portugal, art. 1,339 to 1,447; of Norway, art. 65; of Sweden, art. 12,647, and Egypt, art. 30, all contain similar provisions, and are copies of article 491 of Italy, so that after reading these codes the mind is better reconciled to the provisions of the act of congress which places American shipping on the same footing with all other great maritime powers, except it may be England, and yet the English law has in no way permitted the agent or master to pledge the credit of the owner beyond what would be reasonable, and this reasonableness is certainly to be measured by the value of the thing to be benefited. If it cost more than the thing is worth, certainly the cost is not a reasonable expenditure.

Mr. Chief Justice Taney in the case of Naylor v. Blatzel, 1 Taney's reports, 56, approved, Miller v. Bunn, 35 F. Rep. 781, Force et al v. Providence Washington Insurance company, 35 F. Rep. 767, states the English law as that great jurist understood it, and judge Story seems to agree with him. (The Aurora, 1 Wheat, 102-106.) Certain it is that neither in England nor this country has the question ever arisen whether an agent or a master of the vessel could pledge the credit of the owner for contracts made on behalf of the vessel to an extent exceeding the owner's interest in the vessel. That the owner is liable for the supply bills furnished on the order of the master or managing owner or ship's husband, is well settled, but no case has arisen where the debt contracted exceeded the value of the vessel, or the question arose whether the master of the vessel or ship's husband, or even managing owner could pledge the credit of the owners beyond what was reasonable, that is to an extent in excess of that which they had an interest in the thing to be benefited. A very different question, however, would arise where the owner of the vessel made the order himself, and yet, under the act of 1884, such owner is embraced within the meaning of the act.

The language of the act is that the individual liability of the ship owner shall be limited to the proportion of any or all debts or liabilities that his individual share of the vessel bears to the whole, with the further provision following the language of the Italian, Belgian and other codes: "That the act shall not apply to the wages due to persons employed by the shipowner," as without the act, but the naming of this exception, by inference, embraces the debts due to all other persons employed by such shipowner as within the meaning of the act, and that for such debts and liabilities, he shall not be liable beyond his interest in the vessel and the freight pending. *Expressio unius est exclusio alterius.*

It is said by the opposite side that the act of 1884 does not embrace or apply to a foreign built or as in this case to Canadian vessels. The answer to this is, the act does not require that the vessel shall be registered, enrolled or licensed, as a vessel of the United States. That in terms it applies to all vessel owners, and not to the vessel itself. If it is lawful for an American underwriter to insure foreign built bottoms and by reason thereof become by abandonment owners, then there is every reason why such American owners should be embraced in the act.

The act was not, while provididg to the limit the liability of vessel owners generally, passed for the purpose of enlarging or injuriously affecting American owners who are such by abandonment. It the underwriter before the passage of the act was not, under ordinary circumstances, liable beyond its proportion of the expenses in the ratio which the sum insured on the vessel, and not for the whole of the debts and liabilities, certainly this statute did not increase this liability. The law, it is said, was enacted as its title purports, to protect American owners and to encourage American commerce. The underwriter in this case is an American owner, and if the act was passed to encourage American commerce, it may be safely affirmed that the capital embarked in insurance has always been regarded as one of the most important and influential auxiliaries to commerce. No matter what the rude wave took, or what the savage storm destroyed, the underwriter stood aloft as a hovering benefactor to the owner whose ship is lost.

The act of 1884 was but reciprocal to the acts of other countries, and placed American ship owners on the same footing with their maritime neighbors.

When Congress passed the act 1851, which is in pari materia with the act of 1884, the former act had been construed by the supreme court of the United States to embrace within its provisions foreign ship owners. The Scotland, 105 U. S. (See also Barque Norway, 12 F. R, 89.) And a fortiori, domestic ship-owners who became lawfully such, by abandonment or otherwise, are within the protection of the act. Indeed, the decision of the Supreme court of the United States was in one sense diplomatic, and was no doubt influenced by the diplomatic correspondence for some time then pending between the great powers and this government in 1874.

Congress could not have been oblivious at the time of its passing the act of 1884, of the construction placed upon the act of 1851 by the Federal Supreme court, nor to the correspondence between Sir Edward Thornton, minister of England and Mr. Hamilton Fish who held the great seal of the foreign office, as secretary of the United States, or to the resolutions of the various chambers of commerce in Europe, urging upon their respective countries to settle this point by treaty. Congress must then have ex industria refrained from making any distinction in the provisions of the act of 1884, discriminating between domestic and foreign owners of vessels; and it is sufficient that the act is so broad in its language and so catholic in its provisions that the courts would do violence to the provisions of the act, should they by interpolation give to the act a more partail and selfish effect than the representative of the Federal government chose to express in the body of the act.

There is certainly no reason why the courts should make such addenda as is insisted on by the other side, to the provisions of this act, and there is no reason why liability for contracts provided for in the act of 1884 should not be on the same footing as to foreign and domestic vessels as those of tort are put under the act of 1851. Indeed there are many reasons why the limitation of vessel owners for debts and liabilities arising upon contracts on behalf of vessels, should be on a better footing than a similar limitation arising from tort, for the contract creditor is left perfectly free to choose his debtor, while in cases of tort, the creditor has no choice in the matter.

Again, the act of 1883 may be construed to apply equally to cases of tort as well as of contract. The phrase "debts and liabilities" in the act is broad enough to take in liabilities arising either from tort or contract. If then the vessel owner, whose foreign vessel commits a tort is protected by both the act 1851 and 1885, why should not the American vessel owner, whose vessel is lawfully his, be entitled to an equal protection?

The courts of the United States have held that the act of 1851 embraces equitable owners and owners pro hac vice as well as legal owners. Thomas v Osborne, 19 How., 22.

This construction when applied to the act of 1884, would entitle all parties who stand in the shoes of owners, and to become liable as owners, bearing all the burdens and responsibilities of owners, to also avail themselves of all the benefits and privileges of owners.

Can it be possible that the act of 1884 intended to exclude from the benefit of the act American citizens, who shall become the lawful owners of vessels foreign or domestic, simply because they became such as underwriters? Surely not. It was undoubtedly intended by congress that in the absence of special contracts between parties (and which parties were left at liberty to make such contracts as they please, limiting or extending their liability) the creditor who had a lien upon the res should look to the vessel and the freight pending as a fund out of which he must make his debt. It is the aggregate of the liability of all the owners of the vessel on account of the same which each owner's liability is to be limited or shall not exceed the value of his individual share of the vessel and the freight actually earned. The creditor was left perfectly free to sue in rem or in personam, and when in the latter to this amount and no more, and this legislation was intended to apply to all who should be vessel owners.

The act of 1884 itself, is silent as to whether foreign or domestic vessels are both included within its provisions. It makes no distinction in this respect. As to what owners it makes no distinction. If we refer to the statutes in pari materia we find that no distinction is made, but the acts are construed to embrace both; indeed, it is a question whether the acts of 1884 and 1886 are not mere amendments to the act of 1851, and it so, all these acts are to be construed together.

The language of the act of 1851 has sometimes been construed when appearing in other statutes or in foreign codes, even by our own courts to apply to the contract of the master of the vessel and the servants of the owner, though its provisions obviously designate only matters arising ex dilicto. Mr. Chief Justice Taney, who was an accomplished admiralty scholastic, as well as a profound constitutional lawyer, applied the act of the Georges to cases arising ex contractu. Naylor v. Blazel, 1st Taney, 56. See also the Tartar, 1st Hagg. Ad., 13; The Nelson, Id., 169. 170; The Ship Virgin, 8 Peters, 544; Thomas v. Osborne, 19 How., 22; 2 Story, 465; 6 Eng. L. & E., 412.

Whatever question there may be as to foreigners when owning vessels having the benefit of the act of 1884, there should be none as to our own citizens. The act is obviously for the benefit of ship-owners and not for the ships themselves.

The Continental Insurance Co. is a citizen of the United States and is also a vessel-owner entitled to the benefit of the act.

Underwriters becoming owners by abandonment are certainly within the reason of the rule established by the statute. Vessels only come to them when a sea disaster has so disable the vessel as to require heavy expenses to be incurred at the instant of disaster in efforts to save her, or some valuable part of her. These expenses are usually incurred and made necessary at a port distant from the abandonee, and under circumstances where a prosperous result without the aid of these must be desperate in the extreme. Vessels are necessarily wanderers, and the master or agent, in cases of shipwreck are usually in foreign parts, and where in many cases the owner by abandonment cannot be consulted. The law requires good faith in such cases of distress, not only on the part of the master, but of the salvor. If the owner can be conveniently consulted, this should be done; if not, the salvor must see to it that the expenditures are such as the owner would make were he personally present. The expenses must be reasonable, that is, that nine thousand dollars and over, ought not to be expended to save a vessel shipwrecked, whose sound condition is worth but $6,000, and which, when saved, is not worth more than $1,200. That expense which is vastly in excess of that which is saved will, when the creditor seeks to look beyond his lien on the property saved, be regarded by the court with suspicion and disfavor. It is just such cases as these which compel the passage of acts like the act of 1884. The thing saved ought to be within the cost of saving, and any expense disproportionately greater than this ought not, in the absence of a special contract, to be saddled, and that too by implication and construction, upon the unfortunate and absent abandonee.

These abandonees then only become owners when extraordinary debts and liabilities are to be incurred, in a place remote from the place of their existence, and the liability treated through the implied powers of agent which are made thus through the necessity of the case. To prevent an abuse of these powers, ought then to be within the meaning and spirit of the act which limits the principal's liability to the value of the property at risk, and the act is passed with the object of remedying this otherwise unchecked mischief. This act is a weighty caution to avarice, cupidity and fraud. Under the influence of this statute, fat insurance jobs will disappear, rates of insurance will be lower, and the insolvency of companies less likely to occur; commerce will be benefited, and the American owner will find his best protection from the imprudence of agents and the sinister influences of professional salvors, who too often use the wrecking master and the master of disabled craft as tools to swell extravagant and unconscionable bills followed by contraband heavy rebates, to untaithful stewards, to the scandal of marine underwriting, and injurious to the healthful prosperity of commerce.

If the statute is to be literally construed in the interest of trade and commerce, it will not receive this bounty if the court should interpolate words of restriction in the act either as to persons or things, or by construction give the act a narrower effect than the legislature has thought fit to specify. Dr. Lieber, in his Hermeneutics, 136-7, says: "Above all be faithful in all construction of statutes. Construction is the "building up within given elements, not the "forcing of extraneous matter into the text.

[*Continued on 4th Page.*]

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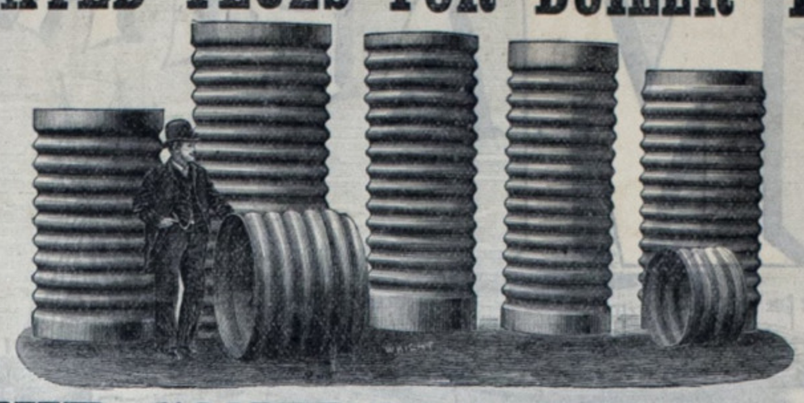

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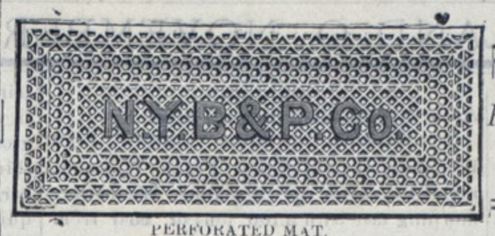

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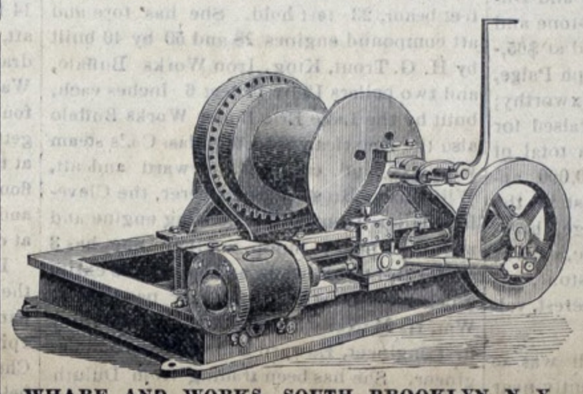

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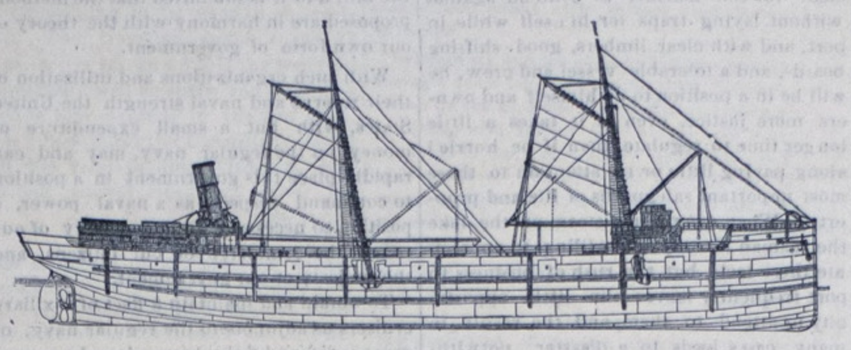

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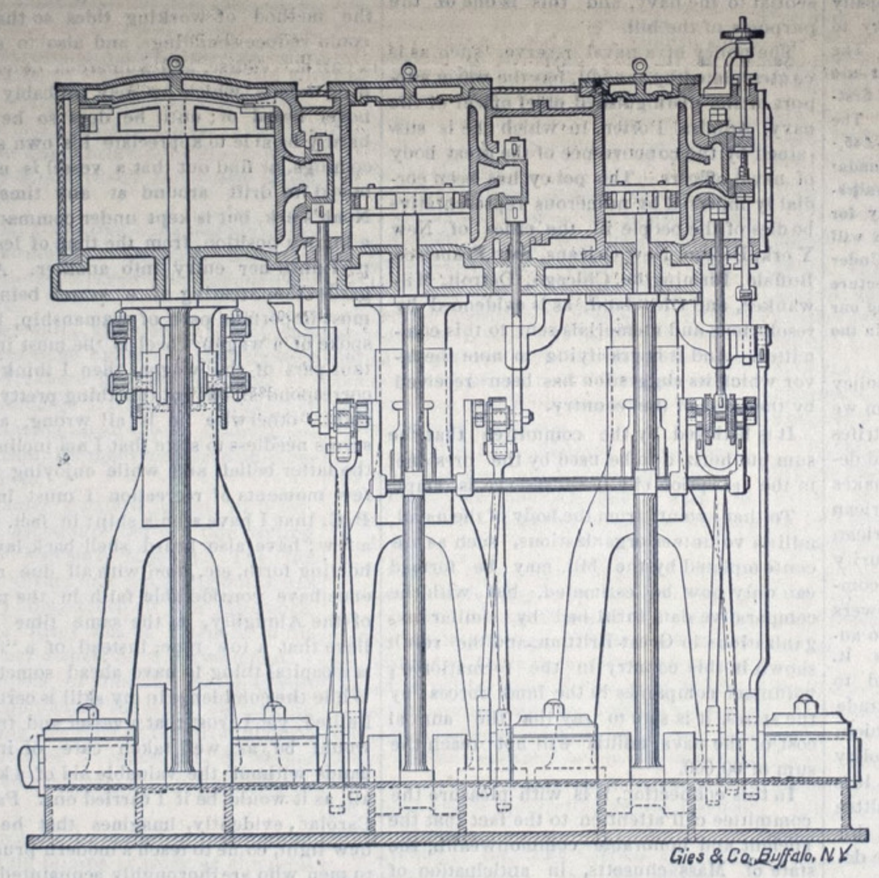
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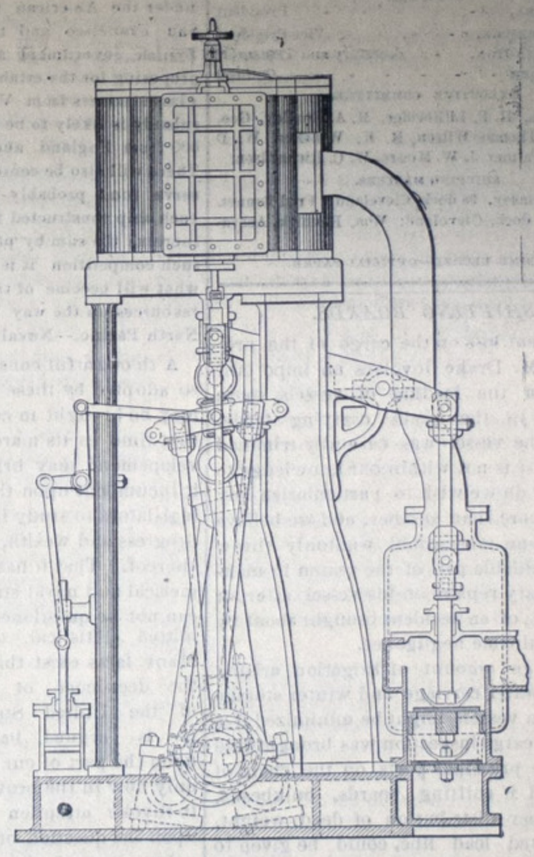

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MARINE RECORD—OFFICIAL PAPER.

SHIFTING BOARDS.

The recent loss on the cargo of the propeller M. M. Drake involves an important question in the loading of vessels, more especially in the grain carrying trade. Whether the vessel was carefully trimmed or otherwise is not within our knowledge to assert, nor do we wish to particularize any one case more than another, and we believe that no sane man would wantonly throw away a valuable part of the season in making necessary repairs on his vessel after, or on account, of an accident brought about by his own culpable negligence.

The large amount of litigation arising from the water carriage and winter storage of grain in vessels might be minimized if a system of cargo inspection was brought into use at the principal ports on the chain of lakes, and if shifting boards, bulkheads, and a proper distribution of dead weight, with a stated load line, could be given to vessels, we venture to say that a considerable number of the accidents on the lakes would be done away with in carrying grain, oil and other merchandise. A system of inspection is observed at New York and other ports on our eastern seaboard, and if this inspection is necessary there it would certainly prove beneficial here, besides an inspector's certificate, issued at the port of loading, is a guarantee that the vessel has complied with all of the requirements and leaves the port perfectly sea worthy in so far as her cargo and storage are concerned. In the event of any accident happening the vessel these records are found very desirable, proving to underwriters and others the exact trim, etc., the vessel was in on leaving her port of departure; this system of inspection would be more desirable in the fall of the year when shifting boards and other appliances might be made compulsory, say from the month of September to the close of navigation; and a modified set of rules could be enforced during the fine part of the season. That many valuable lives and property might have been saved by paying a strict attention to loading is a fact beyond doubt, and if the reason for the loss of many a fine, grain laden vessel could ever be found out, we have no hesitation in saying that the want of good shifting boards would figure very conspicuously in the casualty. Not only is an inspection necessary for grain cargoes, but if a master, through eagerness to earn money for his owners, loads his vessel down to an unsafe draft, who is to say him nay, or call to his attention the unwise course he is pursuing in endangering the lives of those entrusted to his care. Although we do not want a Plimsoll, or to be hampered with too much legislation, yet a greater care ought to be exercised in the placing of shifting boards for grain and other cargoes that are liable to shift in stormy weather. The natural dangers encountered on the chain of lakes during the fall of the year are quite sufficient for the mariner to contend against without laying traps for himself while in port, and with clear limbers, good shifting boards, and a tolerable vessel and crew, he will be in a position to do himself and owners more justice, even if it takes a little longer time to regulate, than if he hurried along paying little or no attention to these most important safeguards of life and property. When caught in a storm on the lake the seaman is only too willing to appreciate these facts, but the rush of business in port frequently leaves him little opportunity to attend to them, and the result in many cases leads to a disaster, notwithstanding the fact that our new steamers are being built in compartments with permanent bulkheads. The necessity of shifting boards for the fall of the year is quite as important a matter as it would be under the rule of our former build, the bulkhead or partition only being a preventive for the fore and aft movement of the cargo, and not in any way compensating for the cross or athwartship movement of the vessel; or in other words, the bulkheads would obviate any danger arising from a vessel pitching, but not from her rolling. Shifting boards once fitted, marked and numbered may be put up or taken down without any considerable loss of time, and when not in use could be carefully stowed away until required. When grain is carried all bulk the quantity is commensurate with the risk to the vessel, a small vessel taking the same chances as a vessel carrying 80,000 bushels would, the stability of the larger vessel being greater only in proportion to tonnage.

SHIPPING INTERESTS.

A noticable illustration of the generosity and courage with which England pushes her shipping interest is seen in the manner in which she is at this monent dealing with the trade of the North Pacific. It has been thus far principally under the American flag and contributory to San Francisco and the United States. The British government and Canada together are proposing for the establishment of a line of first-class steamers from Vancouver to Japan. The subsidy is likely to be $300,000 annually.—£45,000 from England and £15,000 from Canada. There will also be contributed from the naval reserve fund probably $5 per ton annually for each ship constructed for the route, which will increase the sum by probably $125,000. Under such competition it is quite easy to conjecture what will become of the American flag and our resources in the way of a naval reserve in the North Pacific.—Naval Report.

A thoughtful consideration of this policy so adopted by these powers, with whom we may be brought in conflict in all the strifes that time in its march of progress and developement may bring to America, makes it incumbent upon the part of the American legislators to study its effect upon American progress and wealth, as well as the security thereof. That it has given augmented commerical and naval strength to these powers can not be questioned. A reference to admitted statistical data demonstrates it. Many facts exist that have contributed to the decadence of the carrying trade of the United States, one of which, it is argued, has been this policy upon the part of our rivals. However, it is only now in the province of this committee to invoke attention to the bearing of this upon the question of its wisdom in the developement of the naval strength and resources thereof in our own country.

It is to be remarked and noted as important, in considering the policy of rival naval powers, that the British admiralty has encouraged the formation of naval militia reserve forces in the colonies and dependencies of that empire. Nor should it escape reflection that the merchant steamers, that now traverse the ocean and are the admiration of the world for their speed and other high qualities, are enrolled as part of the naval strength and power of the governments under whose flag they sail. But few of our countrymen are informed that the Etruria and Umbria, as well as similar vessels that enter our ports, are a part of the auxiliary navy of their governments, ready and prepared upon short notice to make available their speed and strength, now so conspicuous in the offices of amity and friendship, as instruments of war and destruction. Surely this condition of things should arrest the attention of those clothed with the authority of government in the United States.

It is with pride admitted and claimed that it is the recognized duty of those so charged under our constitution and laws to cultivate the arts and ways of peace, and that the maintenance of "paid bodies of men" as "drilled forces" to secure protection or respect for the government, its laws, or the rights of the people is repugnant to the genius of free popular institutions. On the contrary, it is the accepted theory of our form of government and the policy of our people, in harmony the "land forces," and respectfully submitted that a wise comprehension of what the future may demand of the patriotism and devotion of the people of the United States is the preparation, organization, and mobilization of such portions of the militia, that by location and occupation may readily and effectively demonstrate the naval strength and resources of the government. Such is the office and object of the bill, and it is submitted that the methods proposed are in harmony with the theory of our own form of government.

With such organizations and utilization of their reserve and naval strength the United States, with but a small expenditure of money on the regular navy, may and can rapidly place this government in a position to command respect as a naval power, a position so necessary to the security of our coasts, the commerce of our citizens, and the majesty of our government.

To obtain and maintain a fleet of auxiliary cruisers as adjuncts to the regular navy, of great speed and fighting qualites, by a comparatively small expenditure of money, the value of which, in cases of need and emergency, cannot be questioned or underestimated, seems to be a duty which should be quickly and cheerfully performed.

When it is reflected in doing this that the government may avail itself of the capital and skill of its citizen (which in his enterprise and search of fortune compel him to keep step with the invention and progress of the world) at greatly less cost than the government pays for the maintenance and repairs of one of the same class of vessels borne on the register of the navy, as one of its regular vessels of war, and the government taking the risk of loss of the cost, in its own vessel, the great economy of the measure is shown, and at the same time, it is respectfully submitted the wisdom and sound policy thereof demonstrated.

The value and importance of trained and skilled seamen to the maintenance of a navy especially in the management of the vessels which progress in naval and marine architecture has made, is only equalled by the necessity of keeping in alignment to the progress in the construction and armament of war vessels. To secure these ends is essential to the navy, and this is one of the purposes of the bill.

The policy of a naval reserve, such as is contemplated by the bill, has the warm support of the distinguished chief officer of the navy, Admiral Porter, in which he is sustained by the concurrence of the great body of naval officers. This policy has been cordially indorsed by numerous representative bodies of the people in the cities of New York, Boston, New Orleans, San Francisco, Buffalo, Birmington, Chicago, Detroit, Milwaukee, and Cleveland, as is evidenced by resolutions and memorials sent to this committee. And it is gratifying to note the favor which its suggestion has been received by the press of the country.

It is believed by the committee that the sum authorized to be used by the president in the adoption of a naval reserve is ample

To that extent from the body of the naval militia volunteer organizations, such as are contemplated by the bill, may be formed can only now be estimated, but with the comparative data furnished by similar organizations in Great Brittian, and the result shown in this country in the formation of volunteer companies in the land forces oy the states, it is safe to say that the annual cost of the naval militia will not reach the sum of 00,000.

In this connection, it is with pleasure the committee call attention to the fact that the ancient and honorable commonwealth, the state of Massachusetts, in anticipation of such legislation as is proposod in the bill, has provided by a recently enacted law for the organization of her naval militia, and from information in possession of your committee, in this regard two classes of auxillaries are, on the discretion of the president, under the limitations prescribed there in, to be enrolled. The first class, from its high rate of speed and adaptability to cruising and war purposes, are to be enrolled under a retainer, to be paid annually by the government upon a graded scale of payment proportioned as the vessel in its characteristics may be responsive to the requirements of the government.

The second class are to be enrolled without cost to the government until such time as the wants of the government may require any one or more of them. They are permitted to be enrolled, first, upon the condition that they are found to be suitable for auxiliary purposes of the navy, such as transport, dispatch, or torpedo service, and then, under contract to be held subject to the demand of the government upon a stated price and terms.

The wisdom of this provision isseen in the experience of the government in the recent civil war as also in the experience of the British government, when but a few year since the extortionate demands of ship-owners brought reproach to the naval administration of that empire.

The committee are warrented in believing that a very respectable number of vessels will be enrolled in this class from the assurance given them by ship-owners, confident as these owners are that the advantages in the promised training of officers and men based upon a cultivated esprit du corps and a national American pride will compensate them for the enrollment.

In the opinion of the committee, from the data before them it is safe to say that making such selection from vessels now registered in our commercial marine the annual amount of retainer authorized by the bid could not exceed $300,000. Indeed, this is maximum estimate. But it will be seen that it is the object of the committee in recomm ending the passage of this bill and the adoption of a naval reserve policy to secure as auxiliaries to the navy, vessels of the highest rate of speed and adaptability for cruising and other warlike purposes; hence the authority given to the secretary of the navy to make contracts to insure the construction of such vessels.

LEAD, CHART AND COMPASS.

DETROIT, Oct. 31.

To the Editor of the Marine Record.

Your correspondent, P. C., still seems to imagine that the lead is the true life saving appatatus so fluently described in one of his former letters; yet, I am agreeably surprised to see that he admits the value of a chart on fresh water. So far he seems to have educated himself to the point of finding that a bushel of soundings can be no guide unless he has a chart to correspond; then he goes on to state that he could tell pretty near the point of the compass to steer by so as to keep his vessel at a safe distance from the land, but he omits mentioning how he would regulate matters if he had to get in with a strange bottom on a dark, stormy night. P. C. would do well to remember that any lubber may drive a marine coach with plenty of sea room, and using his method of navigating, by dropping an anchor if the water shoals, and waiting there for fine weather to come along; but, sir, this will not do, a navigator must be all there at coast or rock, crawling, if necessary, in any part of the world. Your correspondent's chatter about the ebb and flow, uncertain soundings, indirect currents, and oblique courses are all founded on his dense ignorance of the first principles of the duties of a skilful mariner, and P. C. ought to learn the method of working tides so that he could reduce soundings, and also to shape a current course, and numerous other trifling details which he may probably have never heard of; until he does so he will hardly be able to appreciate his own shortcomings, or find out that a vessel is not allowed to drift around at any time like Noah's ark, but is kept under command, in a known position, from the time of leaving port until her entry into another. As regards the steering of a vessel being the most important part of seamanship, if the spoke of a wagon wheel is the most important part of the wagon, then I think your correspondent has got this thing pretty near right, otherwise he is all wrong, and it seems needless to state that I am inclined to the latter belief, and while enjoying these few moments of recreation I must inform P. C. that I have seen a ship; in fact, quite a few; have also heard shell back lawyers holding forth, etc., and with all due reverence have considerable faith in the power of the Almighty, at the same time I believe that a tow rope, instead of a "line," is a capital thing to have ahead sometimes. While the confidence in my skill is certainly limited, yet I trust that a vessel and freight would be as well taken care of in my hands without the valuable aid of a know-all, as it would be if I carried one. Patrick Carolan, evidently, imagines that he is a new light, come to teach a modern prudence to men who are thoroughly acquainted with the science, while the teacher has not even a superficial knowledge of the subject.

I must apologise for trespassing so often on your valuable space and time with a matter of so little importance. I remain yours truly, RIP.

Up to Wednesday last the lake shipments of the Norrie mine for the current season footed up 336,403 tons of ore. The Norrie leads the list handsomely this year and is in a fair way to take rank as the largest shipper of the whole Lake Superior region.—*Marquette Mining Journal.*

THE following is from a Duluth man on the grain question: "The situation shows little improvement. The outlook is very discouraging. The receipts of wheat have not averaged over 25,000 to 30,000 bushels a day. At the selling price of wheat here now grain should be coming in at the rate of 500 or 600 cars a day. If the effect of this high price is not to draw largely from the crop at present we do not see any reason why in the future the receipts should not be larger than at present. If receipts do not increase we are going to have very little to do here this fall. The rate holds dull at 4c—dull because there is no wheat here to peak of and consequently no demand for tonnage. There is but about 500,000 bushels in store"

LAKE CARRIERS' ASSOCIATION

TO CONSIDER AND TAKE ACTION UPON ALL GENERAL QUESTIONS RELATING TO THE NAVIGATION AND CARRYING BUSINESS OF THE GREAT LAKES AND THE WATERS TRIBUTARY THERETO, WITH THE INTENT TO IMPROVE THE CHARACTER OF THE SERVICE RENDERED TO THE PUBLIC, TO PROTECT THE COMMON INTEREST OF LAKE CARRIERS, AND PROMOTE THEIR GENERAL WELFARE.

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MARINE RECORD—OFFICIAL PAPER.

[Marine Law. Continued from 2d Page.]

A statute which will make creditors more faithful, more vigilant, more economical and scrutinizing in the interests of the unfortunate owner of a wreck, in a word more conscientious in the performance of his duty towards the absent, ought to have in a court of Admiralty the most liberal construction.

Human nature is the same in all ages, and the spirit that "hobbed the white horse" on the shore of Cornwall and Wales, is not entirely absent in our own day and generation. Ships and their owners may be plundered under the form of extortionate salvage charges as well as by these primitive modes of pillage. As nations become communities of shop keepers, the Conrads, Blackbeards, Roberts and Kidds, corsairs of the sea will disappear, only to reappear in the form of professional salvors and avaricious wreckers.

A case is relied on on the other side in support of their position, that the act cannot be extended to foreign built vessels, or to American owners as such. U. S. v. Palmer, (Wheat. 610). This was a case of crime, which is essentially local, and legislation, making things mala prohibito, or affording punishment to crimes malum in se, can have no extra-territorial force. But take the statute of 1790, providing for certain crimes against the United States, as construed in this case quoted, and unquestionably an underwriter owner of a vessel by abandonment, would be such an owner that any person committing a robbery on the high seas on board such a vessel, after abandonment, would be held to be within meaning of this act.

The act of congress of 1792 is invoked for the purposes of showing that none but owners of registered, enrolled and licensed vessels are entitled to the benefit of the acts or of such vessels as are to be registered, enrolled and licensed; yet, by the very terms of that act, and by the terms of the act of 1852, which is made part of that act, it is provided that foreign vessels shipwrecked and repaired to the amount of over fifty per cent, of their sound value, being owned by American citizens, shall be entitled to registry, enrollment and license, the same as American built hulls. Wuold any one construe the act of 1852 to mean, that if the vessel is owned by citizens of the United States, other than underwriters who become such by abandonment, would be alone entitled to the benefit of the act of 1852? What is there in the nature of an American corporation, whose business is to render indemnity to the owners of shipwrecks, that a badge of disqualification, or of disgrace or incapacity should be put upon it? Was it not at the time of the passage of the act well known that underwriters were more likely to become such owners of foreign bottoms by abandonment, than that such hulls would be purchased by the American citizens at large? Why should American underwriters be denationalized and treated as foreigners, when they become owners of foreign bottoms, and their vessel property be deprived of the benefit of enrollment and license accorded to vessels belonging to their fellow-citizens?

The Elgin, after abandonment, was in no sense a vessel owned by British subjects, but a British-built vessel, lawfully owned by American citizens.

If, then, the creditors' demands are limited to the value of the ship and freight then pending, they have libeled the vessel have sold at a forced sale, and as such sacrificed it, and have caused the proceeds of the sale to be distributed among themselves, and unless there is freight earned which is unaccounted for, they must be content with the sacrifice they have made of the vessel.

They claim, however, there is freight earned, and they offered in evidence the general average statement and the consignees' payment to the master of the full amount of freight. The general average statement shows that the freight was assessed in general average in the sum of $312.24, and that special charges were put upon the cargo which would be a salvage on the freight of a very heavy amount; for instance, Knapp & Gillen's charges for the use of the tug Sill, and steam pump for taking charge of two lighters upon which the cargo was stored while getting the vessel off amounts to $900; towing lighters, $15; dockage of 5,350 ties, $26.75. The schooner J. B. Newland delivered all of these ties, and the schooner Elgin delivered 1,380 pieces, which at the rate of freight of 6½ cents apiece amounts to $78.70, after deducting this heavy salvage charge, and the $312.24 general average. If the court is satisfied there is anything left of the freight, it could be referred to the master to ascertain how much. In the case of the "City of Norwich," (118 U. S., 468), the court determined that no freight excepting what is earned is to be estimated in fixing the amount of the owner's liability, and that pending freight is of no value to the shipowner until it is earned, and it is not earned, if earned at all, until the conclusion of the voyage.

In the case of the schooner Scotland, supra, the findings were that the passage money received on the voyage having been refunded to the passengers by way of the payment of $566.88 for trans-shipping passengers on board of another vessel, and $911.82 paid for the transportation to their destination, were all charged against the freight, and therefore there was no freight or passage money realized. In the case of the Daphne, reported in the 118 U. S., and known as the steamship Great

Western, the court decided that the liability of the respondent in this suit is limited to the value of his interest in the steamer in the condition in which she and the remnants of her were after her stranding and wreck, and the court deducted from her value a large amount of repairs put upon her after she got to her final port of destination. The same ruling is to be found in the case of Thomassen et. al. v. Whitwill et. al, which is the same case as the Great Western, in 12 Fed. Rep rter. 891, and substantially the same ruling was had in the case of the "Abbie C. Stubbs" (28 Fed. Reporter 715).

Under these rulings the amount of Miller Brothers' repairs bills should be deducted from the value of the ves el at the time that she arrived at the port of Chicago and their claim might have possibly ranked the claim of the wreckers in the distribution of the proceeds of the sale of the schooner Elgin, but as they were liberal enough to divide the spoils with the salvors, it cannot concern the petitioner.

It is claimed that the Continental Insurance company should account for the $1,400 deposited with the counsel of the British American Assurance Co. to obtain its release from liability, with the understanding that his fees and expenses for adjusting the claim should be first deducted out of this fund. It is claimed that not withstanding there is no evidence that the Continental ever received this amount or any part of it, or had any right to receive it, yet from the circumstance that the counsel of the British American Assurance was also at the time its counsel, it must be held by construction of law to have been received by it, or if not, its counsel is to be held as trustee of the fund for its benefit.

That as it was not placed in the counsel's hands to be paid to the Continental, and that it has no right to it, is plain from the evidence, and it is difficult to see how such a trust can be created, or how the rights of the Continental can be affected, by the unanthorized action of its counsel in a matter over which it has no control, and where there is no evidence it ever in any matter interfered.

But for the purposes of argument, admit that the Continental having no right to receive this fund, did in fact hold or withhold it. It has not been sued for it, and no demand has ever been made for it. It does not attempt to limit its liability for any debt or liability it may have incurred on this account. It is not a liability contracted on behalf of the vessel which it seeks to limit its liability. It is content to limit its liability, if any exists, to its interest in the value of the vessel and the freight actually earned, and nothing more. The statute does not permit it to limit its liability for any other kind of indebtedness, nor does the act require that it should surrender anything else but the vessel and freight actually earned. The Great Western, 118 U. S., 525.

If a suit is brought for this amount against the Continental Insurance company, as for money had and received for the use of those who are entitled to receive it, nor could not limit its liability, nor could suit be brought for its recovery in the courts of admiralty.

As to this fund, if it is liable for it, it cannot avail itself to defeat a recovery of by any of the provisions of this statute, nor does it seek to do so. It only seeks by this petition to limit its liabity to actions brought, to compel it to pay for debts and liabilities contracted on behalf of the vessel by the master of the vessel and a wrecking master employed by the Anglo-American Insurance company, a co-insurer, to its interest in the vessel and the freight actually earned. When this is done the provisions of the statute will have been observed, and in such case as this it must be some satisfaction to the court to feel that in administering the remedy, equity will not be violated, but rather enforced, and justice done between all parties.

ROBERT RAE,
JAS. C. MCSHANE,
Proctors for Petitioner.

THE USEFUL TUG.

The Chicago Tribune, which never loses an opportunity of kicking against a home industry, yesterday said: "The Chicago tugboat is a nuisance personified. It is strange that an outraged community has not ere this arisen in its might and with one fell swoop abolished the entire pestiferous fleet of tugboats."

Now, the Chicago tugboat is no dudine, but she is a very useful creature. She might keep herself a little cleaner without prejudice to her usefulness and with addition to her attractiveness. But between having her, with smoke, and not having her at all, there is no hesitancy. Chicago will keep her. She is a bread-winner and trade-maker. "Mister" said the Arkansas host to his guest, "this pork ain't so overly clean; fact is we didn't have no hot water to scald the hog, and so the bristles and dirt is still on the hide, but it beats nothin' to eat all to thunder." And so, though the soot from the tugboat dirties one's clothes a little at times, still dirty clothes are better than no clothes at all; and the tugboat provides clothes for a great many Chicago people.—Chicago Inter-Ocean.

We have had occasion to find fault with the opinions expressed in the Chicago Tribune's marine notes time and again, the meanness took the form of chasing excursion steamers and fruit boats out of the creek last time, and now the busy little tug boats arises the ire of the editor. Surely he means to "out Herod Herod himself," when he advocates the abolishing of the traffic in the Chicago creek. A short time ago the craze was to drive all traffic to the lake front, without any consideration of the current that is flowing there, and the doubtful right to ownership of land that is involved, or the unprotected state of the location, and other questions of interest to capital so generally known. With these facts in view we are at a loss to understand the motive of the Chicago Tribune iu trying to ventilate such senseless paragraphs as the above. At the same time we commend the good taste and common sense of the Chicago Inter-Ocean. —ED.

The barge J. H. Magruder was four weeks getting a load of lumber and shingles at Alpena, cause heavy weather.

Around the Lakes Continued from 1st Page.

DETROIT.

Special to the Marine Record.

Bids for the Hay Lake work, for which the government has appropriated $500,000 were opened at Gen. Poe's office in Detroit this week. The work is subdivided into three distinct classes. The contract was let to C. F. & H. T. Dunbar, Buffalo, at $1.80 per cubic yard for each of the three kinds of work. Hickler & Green, of Bay City, were the next lowest bidders with $2.12, $2.25 and $2.40. The other bids were as follows: C. S. Barker, Duluth, $2.68, $3.00 and $3.15; J. L & L. M. Smith, Cleveland, $3.35, $3.15 and $3 30; Williams, Upham & Co., Duluth, $3 10, $2.90 and $3.40; Carkin, Stickney & Cram, Bay City, $2 25, $5 19½ and $2.70. It is said that the contract as let will absorb $300,000 of the appropriation, and it will be done in the middle Neebish.

The Central boiler works are building a 33 ton Scotch type boiler for the Niagara, dimensions 13 feet by 13 feet, and are figuring closely on new business.

The Eagle Iron works are busy on new work and have recently contracted to build two large boilers to be shipped to New Orleans, La.

The steamer Milton D. Ward, Captain George King, is said to have made 130 round trips during this season, and to have carried no less than 61,000 passengers.

Messrs. Parish Brothers & Peck Electrical company, who have their electric system of signals on several of our finest boats, are now very busy fitting their appliances in the Detroit, Lansing & Northern company's trains. The Michigan Central line give a very favorable account of the plant placed in their trains by this firm, and find everything working satisfactorily.

Not being able to find any account in the local papers of how the late marine reporter at the Straits met with the accident causing his loss, I have made inquiries and find that the late Mr. Stimpson was towing astern of the steamship St. Louis, when his boat sheered and capsized with the result so widely known. Marine reporters are acting with greater caution since the sad fatality.

Some evil disposed person or persons have stolen W. H. Connors, marine reporter's boat from the dock, and he is having a new one built to replace her. An attempt was made to steal his row boat sometime ago but she was recaptured.

Steve B. Conklin, sailmaker, etc., whom I stated in a former letter was located in Grummond's block, has considerable canvas laying around his loft, and is now quite ready to carry out any orders that may come along his way.

The steambarge Olwell is here with disabled engine and a broken wheel. She was picked up in Lake Erie by the D. J. Foley and will go into drydock for a new wheel and repairs.

The D. M. Dickinson is lightering wheat from the Pensaukee at the flats. The loss on the Pensaukee's cargo will undoubtedly be extensive.

The Algonquin, aground at Point aux Pins requires to be lightered. The lighter Mentor left for there Tuesday morning.

The steambarge Darius Cole broke her crosshead coming down the St. Clair Tuesday. The Idlewild takes her place until repairs are made.

The schooner Swallow, laden with ore, stranded on account of her tow line parting going into Fairport Monday. The tug Winslow, a diver, and wrecking outfit was immediately dispatched to her assistance. Mr. George Elsey was at Fairport in the interest of her owner, S. B. Grummond.

A. J. Dupuis, of this city, is the lowest bidder for completing the work of repiling and sheathing the piers at the St. Clair flats canal. The price is reported at $7 94 per lineal foot, and the total cost will amount to $65,000.

Quinn Brothers have no less than four of their wrecking pumps at work at the present time; one on the Pensaukee, one on the water-logged Southampton, one on the propeller Corsica, and one on the Reuben Doud.

Mr. Frank Eddy, of the firm of H. D. Edwards & Co., has been east for a couple of weeks. It is expected that he will return home today.

The Detroit drydock company have the steambarge A. G. Schnoor in for a new wheel from the Cleveland Shipbuilding company, repairs to rudder and new metal sheathing on her bows; schooner Young America for a general overhauling; this vessel has been stripped and will winter here after repairs; Fortune calked and general repairs; tug Castle for calking and repairing shoe and rudder; the river tug Crusader for new holding down bolt. This firm contemplate building a large, powerful tug, fitted with all modern appliances, to be used for wrecking and raft towing purposes. The report that this firm has bought out the Drydock Engine works is not entirely correct, the facts are that prominent members of the company have invested more largely in the engine works. The same management will continue as previously.

The yacht City of the Straits, of this port, and who lately won the citizen's yacht race, has been challenged to race the Enright, of Toledo, after election. The stakes are to be from 250 to $500.

Mr. C. C. Goss, sailmaker, has stored the outfits of the schooners Young America and the Garrett Smith in his loft; business rather slow, but expects heaps of work during the winter months.

The East End Boiler works have about completed the purifying heater to be shipped to parties in Racine, Wis.

The Frontier Iron & Brass works have taken a contract to build a triple expansion engine for Captain Davidson, of West Bay City; dimensions are 20, 33 and 54. This firm has about completed their additional new brick building to be used as an erecting shop. The traveling crane spans 32 feet, a gallery is placed around the building inside and there will be space and facilities for erecting four engines in the new shop.

A new jibboom for the Unadilla is being made at the yard of John Oades & Son, also an oak anchor stock and other job work.

SWAIN.

BUFFALO.

Captain McDonald of the propeller Albany has recovered from his illness and resumed command of her. Captain Disset, who has sailed her lately, returns to the Boston and Captain Gillies to the Idaho, which latter has been sailed by the mate.

It is expected that the Cleveland tow, due here Wednesday, will return to Port Huron and lay up.

Captain Henry Bundy has sold the schooner Glad Tidings, the Gospel ship, to Muellerweiss & Co. vessel supply men, Alpena, Michigan. Consideration $1,500 cash. Captain Bundy will replace her with a steamer which will enable him to get around quicker and not oblige him to lay becalmed when he wants to be in port using his best endeavors to do good amongst his fellow men. Captain Bundy hold very many meetings during this season in every port along the east shore of Lake Michigan, the islands of Lake Michigan and Huron, which meetings were very largely attended with good results.

The splendid steamship William B. Morley, arrived Friday morning with coal. She got on the bottom near Madison street bridge and was forced to have about 350 tons of coal lightered off her before proceeding to the coal dock at 22nd street, where she was consigned, which she reached at 6 p. m. Monday.

Captain Thomas M. Ryan is rebuilding at the Black Rock yard a tug of canal size which he brought up from Philadelphia. She is called the Beach.

The propeller Lansing, which lately sunk the schooner H. W. Sage, arrived light yesterday and went into drydock for repairs. She is not greatly injured. Her stem is twisted out and her beauty is spoiled forward somewhat, but her hull is not broached at all,

The demand for coal for Lake Superior is just now greater than the supply. There are orders for loads, but almost everything goes direct to Chicago or Milwaukee.

There is an unusual amount of ore in sight, either here or bound here. The propeller Missoula, Gogebic, H. A. Tuttle, Onoko, and Siberia are here, and there are at least six cargoes on the list that have left for this port.

If other commodities are falling off somewhat, package freight is not. The amount reported during the past two days includes 72,000 barrels and sacks of flour and feed. Quite an amount of flour comes from Washburn, which is rather a new source to draw upon.

The propeller Rube Richards arrived Saturday night and went into drydock for repairs.

Ore docks were quite generally at work yesterday, but coal docks were mostly keeping Sunday.

The Express says:—The haste people make to criticise matters they know but little about is exemplified in the case of the M. M. Drake. In Buffalo people said Captain Green was foolish not to abandon her to the underwriters at once, instead of waiting from Friday until Monday. When she was released they began to say sharp things because he abandoned her in such "hot haste," as he was likely to lose the uninsured interest, while the underwriters here said after her release that he could withdraw the abandonment if he chose.

A meeting of the Lake Carriers association will be held here today, when the question of lowering the Washington street tunnel at Chicago will be discussed. The present libel laws and raft towing are also to be brought before the association.

ERIE.

A terrrfic gale struck the lakes here Friday night. Great damage was done to the fruit crops. A Lake Shore freight train came to grief between Erie and Northeast. The tornado struck it and ripped the roofs off several cars. Brakeman Fred McEwan, of Buffalo, was hurled fully five hundred feet off into a swamp. He cleared all the debris, but was horribly injured. During the night sometime he crawled away into the swamp about three miles from the place, where he was finally found by the searchers, who were out all night and day. He was dazed and could tell nothing. He lies in the Aammot hospital. A sailor named Charles Hinty, on the United States ship Michigan, was picked up by the gale and carried into the lake, where he drowned before help could reach him. Hinty leaves a family. Old residents say it was the worst gale ever experienced here.

WEST BAY CITY.

Special to the Marine Record.

The dimensions of the F. W. Wheeler's rigging and sail loft are 80 feet wide by 108 feet long. It is heated by steam and is now ready for work.

MILWAUKEE.

While running down the lake early Tuesday morning, and when about two miles off North point, the tug Lawrence was blown to pieces by the explosion of her boiler. Four of the crew, Captain John Sullivan, the engineer John Sullivan, the fireman Edward Sullivan, and the lineman Thomas Hanly, were killed. The cook, Frank McGown, and a passenger, Thomas Dooly were picked up from the water by a passing tug, and although both are seriously injured they will recover. The cause of the explosion is not known.

Captain William Jamieson has concluded to lay up the schooner George G. Houghton, rather than attempt another trip at the going rates. He considers that saving the November premium on his marine risk is better than chancing the dangers of November storms for a little more money that might with ordinary good fortune be earned.

Between six and ten o'clock Friday evening, during a dense fog, the steamer H. S. Pickands, owned by the Au Sable Transportation company, and laden with lumber for Chicago, ran upon the rocks in Fox Point, about nine miles north of Milwaukee. The mate and two men pulled ashore in a small boat and footed it to the city for assistance. They reached the Milwaukee tug boat line office about 1:30 o'clock Saturday morning and secured the services of the tug J. B. Merrill. During the absence of the mate the crew threw overboard nearly 100,000 feet of the deck load of lumber, thus lightering the steamer sufficiently to make it an easy matter for the Merrill to pull her off. Immediately after being released the Pickands proceeded to Chicago. Her bottom is supposed to have suffered damage.

DULUTH.

Papers were filed Saturday morning with the clerk of court in a suit brought by Senator Henry D. Payne and H. D. Wade, of Western Union fame, both bondsmen of the defaulting treasurer of Cleveland Ohio, who cleared out last week with nearly $500,000. The suit is for the full amount of half a million dollars, though Mr. Axworthy's property here is worth but a verys mall proportion of that sum. His Duluth interests include some lots near the Adams school on West Superior street, sold him by Myers Brothers, and a quarter of the 101, sold him by Captain McDougall last spring. This interest was attached a few days ago by Captain McDougal to secure an unpaid sum of about $1,600 due on it, and the boat has been tied up here. J. H. Dempsey, member of a leading Cleveland law firm arrived in Duluth to-day in regard to the matter and Ensign, Cash and Williams of this city have brought the suit. By tying up the 101 on his own attachment Captain McDougall has done a good stroke of policy and one that will confine all litigation regarding Axworthy's interest in her to Duluth.

SAND BEACH.

Special to the Marine Record.

The following craft sheltered here since last report:

26. Tug O. W. Cheney and schooner Foster, W. P. Fessenden, Colonel Cook, Torrent, Wilcox, A. J. Wright and two schooners, Maine and three, Mineral Rock and three, Lothair and two, schooner Dauntless.

27. J. P. Farnaw, W. A. Moore, schooner Reliable, J. P. Donaldson and two, Peter Smith and five, Empire State, Waverly, Lowell and four, Michigan and four, Ira Chaffer and two, William Cowie and two, Benton and four, J. P. Clark and three, T. S. Christie and two, Glasgow and four, F. E. Spinner and two, A. Weston and two, Sakie Shepherd, Fern, I. S. Ruby.

The wrecking steamer Fern is here waiting for good weather to release the wreck of the E. M. Foster, ashore and bottom side up two miles above Port Hope.

Local wreckers have grappled and raised four anchors and chains and considerable lines and rigging of the barges St. Clair and Cromwell which were wrecked October 1st.

T.

FRANKFORT.

Special to the Marine Record.

The United States lighthouse supply propeller Dahlia, called at Frankfort and Point Betsy lighthouses on October 24, to leave needed supplies.

Schooners arriving at this port are now generally loaded with winter supplies.

Peter Dues formerly of Ludington is now keeper of Point Betsy lighthouse station.

The tug Bottowatomie, Captain Richard Smith, while lifting nets on the 23d., two miles south of South Manitowoc island in twenty fathoms of water, brought the skull of a man to the surface, it broke, and only the lower jaw was secured by being entangled in the net, the action of the water had softened the bone so that it could be dented with a touch of the finger. The engineer died it on the cylinder head and it became firm again. What history there is connected with this silent memento of the deep may never be known, or how many years elapsed since the person was lost, and will forever remain a mystery.

Point Betsy life saving station will be rebuilt and enlarged next spring.

BURMEISTER.

The schooner Alice M. Beers was damaged $500 by collision with the propeller City of Traverse at Chicago, Friday,

The sailing vessels on Lake Michigan are going into winter quarters quite generally.

Lumber shipments by water from Eas Saginaw for the week ending October 26 were: Lumber, 18,148,000 feet; shingles 8,200,000.

LAUNCH OF THE STEAMER NORTHERN QUEEN.

The launch of the steel steamship Northern Queen from the Globe Iron works shipyard took place at 3 p. m. today, and as usual the launch was witnessed by a great number of people. Every detail of the launch was thoroughly attended to, and as the large vessel moved gracefully down the ways, on reaching the water she rolled a little, seemingly making her obeisance to her natural element. When she steadied, her fine lines and the smooth appearance of her hull were seen to advantage, and complimentary expressions to her designer and builders were heard on all sides. Attending a launch at the yards of the Globe Iron works is now becoming quite an institution in this city, for on each and every occasion punctuality and order seems to be the watchword of the day.

This new boat will be hurried along towards completion, though it is not expected that she will enter the field of competition with her sister boats until the opening of navigation next season, nor will her officers be appointed until that time.

The Northern Queen is the fourth steel steamship built by the Globe Iron works for the Northern line; the sister ships being named, respectively, the Northern Light, North Wind, and Northern King, the Northern Queen being an exact duplicate of the previous boats built for the line. Her dimensions have been published before, yet, risking a repetition, we give her length over all as 312 feet, beam 40 feet, moulded depth 24 feet 6 inches. She will have a triple expansion engine, cylinders 24, 38 and 61 inches, with a 42 inch stroke. Her estimated carrying capacity is 2,800 tons, and her cost will be about $260,000. Her draft on launching was 6 feet 6 inches aft and 3 feet 4 inches forward. On viewing this splendid specimen of marine architecture an honest pride may be entertained by all Clevelanders in the knowledge that we have some of the finest shipyards and building talent of the United States.

We trust that there is a splendid and useful career ahead of the Northern Queen and that she may always reflect credit on her builders, the Globe Iron works company.

W. W. Bates, manager of the Inland Lloyds, objects to giving much of a rate to the rebuilt old craft of the lakes. He said the other day that the owner of an ancient barge came to him and claimed quite a good rate for her because he had rebuilt her so often and so thoroughly that now she had not a stick of her original hull about her. But he got only a lecture for throwing away his money in that style. Such a boat, says Captain Bates, is sure to be weak and untrustworthy, as the work can never be well fitted, and it gives out where it is needed most. Timbers are split and joints everywhere loose. The barge was rated B1½.

The Illinois and Michigan canal will be officially closed for navigation from Bridgeport to La Salle, Thursday November 15, at midnight. After that date boats will be allowed to run as long as the weather permits at owners risk of being frozen in.

CATARRH CURED.

A clergyman, after years of suffering from that loathsome disease, Catarrh, and vainly trying every known remedy, at last found a prescription which completely cured and saved him from death. Any sufferer from this dreadful disease sending a self addressed stamped envelope to professor J. A. Lawrence, 212 East 9th St., New York, will receive the recipe free of charge.

"De man Wot knows it all is allus a-makin' change, a-buyin' ob experience."

The man who does not think he "knows t all" about pumps, steam engines, and boilers, can find out a great deal about them in Grimshaw's Pump Catechism, $1; Steam Engine Catechism, $2; or Boiler Catechism, $2; Preparing for Indication, $1; by mail po t paid. Address Pub. Marine Record, 144 Superior st., Cleveland O.

PROPOSALS FOR SAND, etc. U. S. Engineer Office, Buffalo, N, Y., October 1, 1888. Sealed proposals in triplicate will be received at this office until 11 a. m., eastern standard time, on December 1, 1888, for furnishing sand, pebbles, stone and cement, required in the reconstruction of the breakwater at Buffalo N. Y. All necessary information may be obtained on application to the undersigned. F. A. MAHAN, Captain of Engineers

UNITED STATES ENGINEER OFFICE, 34 WEST Congress street, Detroit, Mich., October 20, 1888. Sealed proposals for furnishing materials and labor and constructing a pier in front of Fort Brady at Saint Mary's Falls Canal, Michigan, will be received, in triplicate, at this office until 2 p. m., November 19, 1888, and then publicly opened. Preference will be given to materials and plant of domestic production or manufacture, conditions of quality and price (import duties included) being equal. The government reserves the right to reject any or all proposals. For further information apply at this office, or at the U. S. Engineer office, Sault Ste. Marie, Mich. O. M. POE, Colonel of Engineers, Bvt. Brig. Gen'l, U. S. A.

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Done in the nobbiest style, according to monthly new fashion plates; made by none but first-class mechanics and none delivered unless to the entire taste of the Customer, can be procured by *Jos. L. Kohn*, practical sailor and cutter at the tailoring department of *Kohn & Co.*, 213 Detroit street, second door from corner Pearl, known as Boston Dry Goods Store, Cleveland, O.

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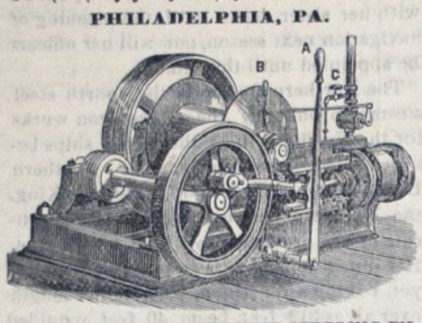

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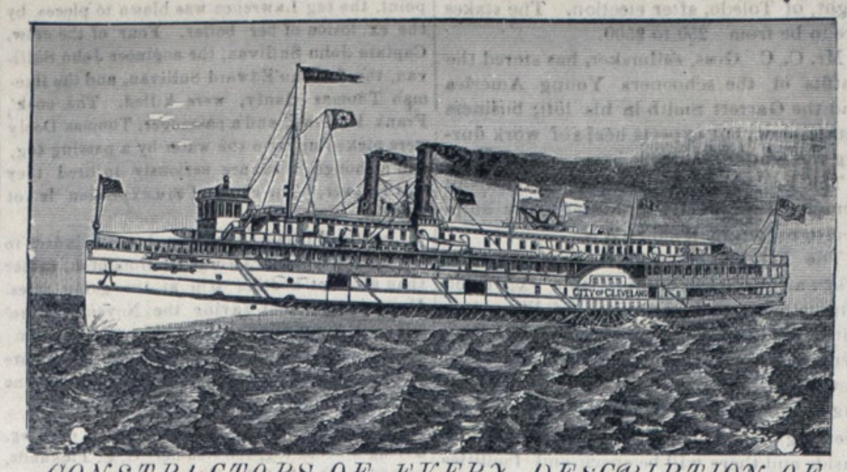

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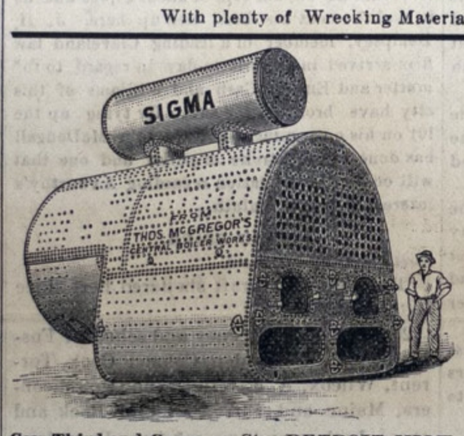

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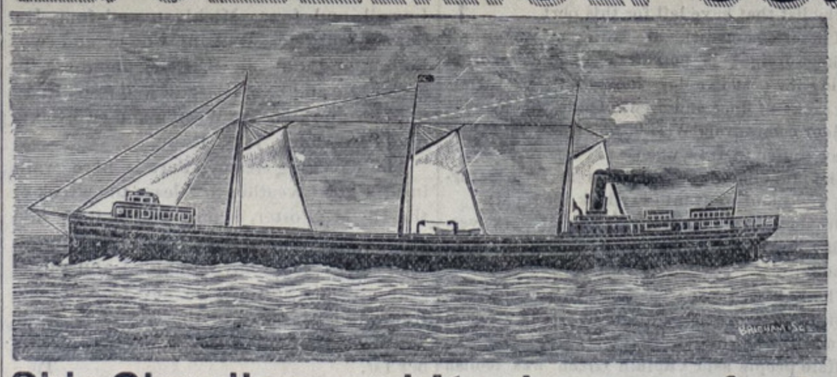

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UNITED STATES ENGINEER OFFICE, 34 WEST Congress street Detroit, Mich., October 15, 1888. —Separate sealed proposals, in triplicate, will be received at this office until two o'clock p. m., November 14, 1888, and then publicly opened: 1, For dredging west channel of Saginaw River along West Bay City, Mich.; 2, For dredging bar at Mouth of Saginaw River, Mich; 3, For constructing revetment and beam wall and dredging at Carrollton, Saginaw River, Mich. Preference will be given to materials and plant of domestic production or manufacture, conditions of quality and price (import duties included) being equal. The government reserves the right to reject any or all proposals. For further information apply at this office. O. M. POE, Colonel of Engineers, Bvt. Brig-General, U. S. A.

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THE TUG MYRTLE, of Sandusky, Ohio, for sale cheap. Is in first-class condition. For particulars write to FRED GROCH, Sandusky, O.

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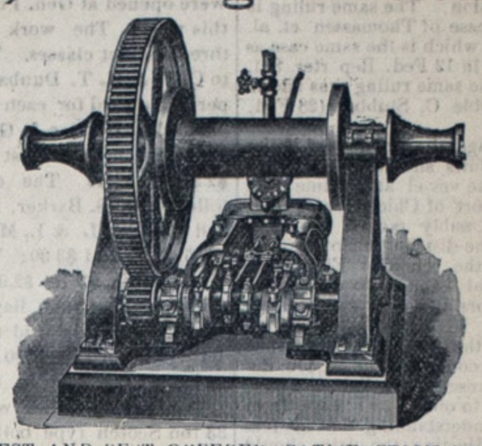

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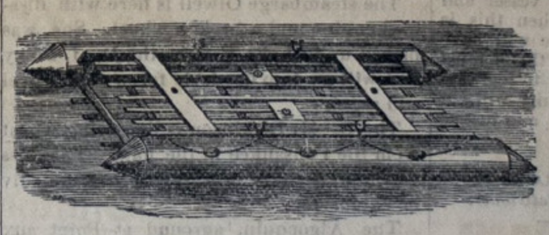

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Commencing Monday July 13, 1888. The time given in the figures below is the new standard (Ninetieth meridian) time, which is thirty-three minutes slower than Cleveland time proper.

Eastward.	Arrive	Depart.
No 4, Fast Limited Express	*2 55 A M	*2 55 A M
No. 6 N. Y. & Boston Ex	*1 35 A M	*1 40 A M
No 8, N. Y. B & A Express	*8 25 A M	*8 50 A M
No 26, Elyria Accommodation	†7 45 A M	
No 10, Toledo Ac'm via Sandusky	†11 05 A M	
No 10, Toledo Accom via Norwark	†11 05 A M	
No. 24, Buffalo Accommodation		† 7 00 A M
No. 10, New York & Boston, "Flyer"		*11 50 A M
No 12, N Y & B Fast Express	*2 35 P M	3* 45 P M
No 2, Night Ex via Norwalk	9 40 P M	†10 00 P M
No 22, Night Ex via Sandusky	†9 40 P M	
No 26, Conneaut Accommodation	†4 25 P M	
Westward.	**Arrive.**	**Depart.**
No 1, Fast Limited Express	*12 15 A M	*12 15 A M
No. 23, Cleveland Express	*2 15 A M	
No 3, Chicago Express via "	§5 30 A M	5 45 A M
No 25, Mich Accom Norwalk		†5 45 A M
No 21, Toledo Ex via Norwalk	†12 50 P M	†3 20 P M
No 5, St Louis Ex via Sandusky	*10 50 A M	*10 55 A M
No 9, Chi Pac Ex via Norwalk	*6 55 P M	*7 15 P M
No 31, Elyria ac to Elyria only		†4 30 P M
No 27, Conneaut Accommodation	†8 10 A M	

Sunday train for Nottingham—Depart 9:20 a. m. and 1:00 p. m.; returning, arrive at 9:20 a. m, and 4:45 p. m.

Reference marks—* Daily, † daily, except Sunday, § daily, except Monday.

A local Cleveland and New York sleeper, also sleeper for Boston, and dining car daily on No. 10, leaving Cleveland at 11 50 A M.; arrive Grand Central depot, New York, 7.30 a. m.

For full information as to trains and connections apply at the Union ticket office, corner Bank and Superiors reets, under Mercantile Bank.

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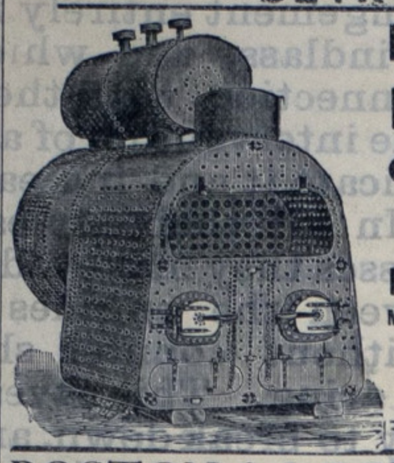

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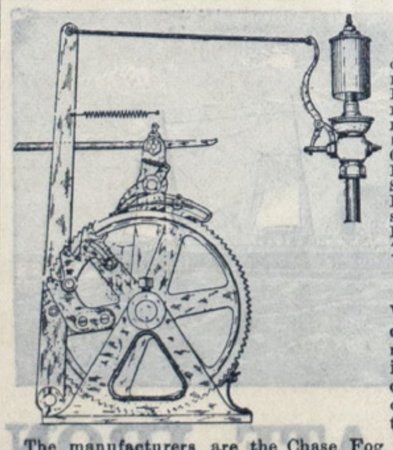

Chase Fog Whistle Machine

This machine has been placed on the following steamboats during the past year: SPOKANE, WALLULA, KASOTA, CHARLEMAGNE TOWER, JR, YAKIMA, MISSOULA, SITKA, FAYETTE BROWN, R. J. HACKETT, FOREST CITY, SPARTA, HAVANA, VIENNA, OSCAR TOWNSEND, CITY OF CLEVELAND HENRY CHISHOLM, SUPERIOR, E. B. HALE, M. B. GROVER, J. S FAY, R. P. RANNEY, SMITH MOORE, CHARLES J SHEFFIELD, IRA H. OWEN, CAMBRIA, CORSICA, J. H. OUTHWAITE, SAMUEL MATHER, R. R. RHODES, COLUMBIA, AURORA, OHIO, WM. EDWARDS, S. E. SHELDON, AUSTRALASIA, RALEIGH, BULGARIA, ROUMANIA, J. F. EDDY, HIAWATHA, THOS. ADAMS, A. P. WRIGHT, GLADSTONE, E. P. WILBUR, SOO CITY, E. M. PECK, ROBERT L. FREYER AND NORTHERN LIGHT,

To the President and Board of Supervising Inspectors of Steam Vessels:

Your committee to which was referred the 'Ghase Fog Whistle Machine" beg leave to report: "That we have carefully examined the same and find that it blows at regular intervals, being worked by the engine, thereby insuring regular and continuous blasts for any length of time that may be required and would recommend it or similar device to owners of steam vessels as an additional safeguard to navigation.

H. S. LUBBOCK,
GEO. H. STARBUCK,
W. D. ROBINSON, } Committee.

The manufacturers are the Chase Fog Whistle Machine Co., corner of Elm and Spruce streets, Cleveland, O.

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THE CRESCENT STEEL TUBE SCRAPER,
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BEACH AND OTIS STS., Philadelphia.
Ship's Cables and Marine Railway Chains.
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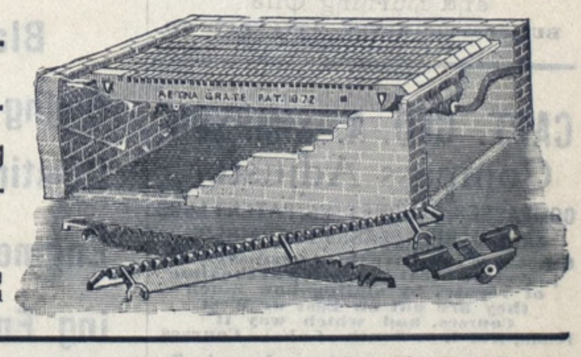

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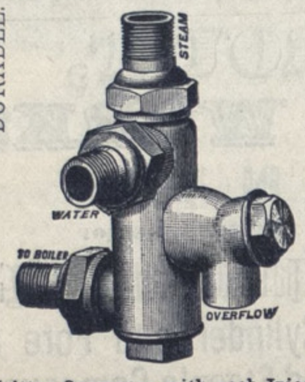

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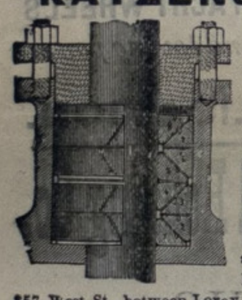

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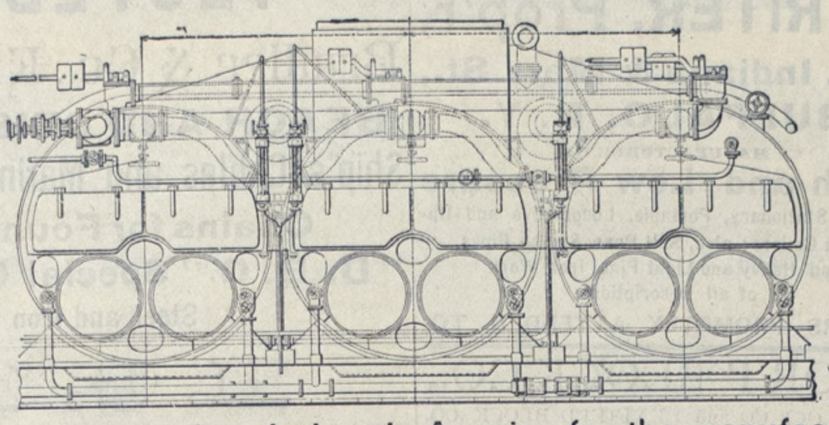

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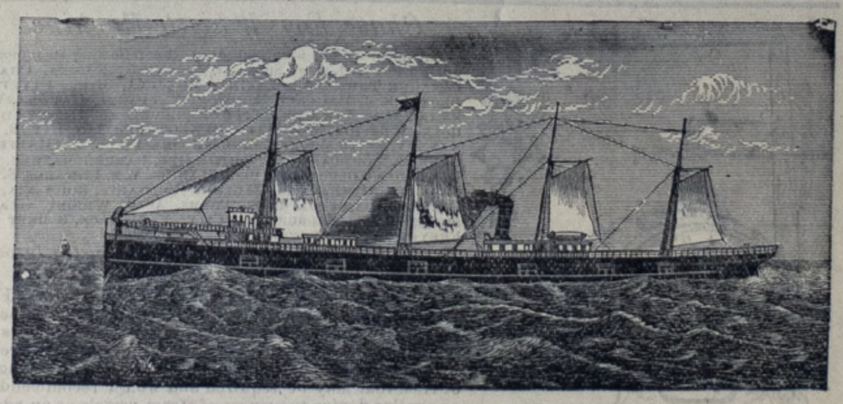

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